# ${\bf APPLICATION\ OF}$ ${\bf SNET\ AMERICA,\ INC.\ D/B/A\ AT\&T\ LONG\ DISTANCE\ EAST}$

# EXHIBIT V

Proposed Tariff

#### **ILLINOIS**

#### INTEREXCHANGE TELECOMMUNICATIONS TARIFF

OF

# SNET America, Inc. d/b/a AT&T Long Distance East

This tariff is filed in accordance with the Illinois Public Utilities Act of 1985 Illinois Rev. Stat. Chapter 111 2/3 paragraph 13-502(b). All services contained in this tariff are competitive.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by SNET America, Inc. d/b/a AT&T Long Distance East within the state of Illinois. This tariff is on file with the Illinois Commerce Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

Issued:

Effective:

Issued By:

#### CHECK SHEET

Pages listed below, inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<b>Page</b>	Revision		<u>Page</u>	Revision		<b>Page</b>	Revision	<b>Page</b>	Revision
Title	Original	*	16	Original	*				
1	Original	*	17	Original	*				
2	Original	*	18	Original	*				
3	Original	*	19	Original	*				
4	Original	*	20	Original	*				
5	Original	*	21	Original	*				
6	Original	*	22	Original	*				
7	Original	*	23	Original	*				
8	Original	*	24	Original	*				
9	Original	*	25	Original	*				
10	Original	*	26	Original	*				
11	Original	*							
12	Original	*							
13	Original	*							
14	Original	*							
15	Original	*							

<sup>\* -</sup> Pages included in this filing.

Issued: Effective:

## TABLE OF CONTENTS

Check Sheet	<b> </b>
Table of Contents	
Symbols	
Tariff Format	
Section 1 - Technical Terms and Abbreviations	
Section 2 - Rules and Regulations	
Section 3 - Description of Service & Rates	
Section 4 - Miscellaneous Services	
Section 5 - Promotions	
Section 6 Contracts	24

Issued:

Effective:

#### **SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- (C) Changed regulation.
- (D) Delete or discontinue.
- (I) Change Resulting in an increase to a Customer's bill.
- (M) Moved from another tariff location.
- (N) New.
- (R) Change resulting in a reduction to a Customer's bill.
- (T) Change in text or regulation.

Issued: Effective:

Issued By:

#### TARIFF FORMAT

- A. Page Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers -Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2 2.1 2.1.1 2.1.1(A) 2.1.1(A)(1) 2.1.1(A)(1)(a) 2.1.1(A)(1)(a)(I) 2.1.1(A)(1)(a)(I)(i)

2.1.1(A)(1)(a)(I)(i)(1)

D. Check Sheets - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Issued: Effective:

#### **SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access Line - An arrangement which connects the Customer's location to the Carrier's designated point of presence or network switching center.

AT&T LD East - Used throughout this tariff to refer to SNET America, Inc. d/b/a AT&T Long Distance East, unless otherwise clearly indicated by the context.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Commission - refers to the Illinois Commerce Commission.

Company or Carrier - SNET America, Inc. d/b/a AT&T Long Distance East. ("AT&T LD East"), unless otherwise indicated by the context.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid calling card or credit card.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Direct Dialed Call** - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

End User – Any person, firm, partnership, corporation or other entity that uses the service of the Company under the terms and conditions of this tariff. The End User is responsible for payment unless the charges for the service utilized are paid by the Customer.

ICC - Illinois Commerce Commission.

Issued:

Effective:

Issued By:

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

LEC - Local Exchange Company.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

**Point(s) of Presence** - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

**Switched Access** - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

**Terminal Equipment -** Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Issued: Effective:

Issued By:

#### **SECTION 2 - RULES AND REGULATIONS**

#### 2.1 Undertaking of AT&T LD East

AT&T LD East's services and facilities are furnished for communications originating at specified points within the state of Illinois under terms of this tariff.

AT&T LD East installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. AT&T LD East may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the AT&T LD East network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven days (7) per week.

#### 2.2 Limitations

- 2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 AT&T LD East reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

Issued:

Effective:

#### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

# 2.2 Limitations, (Cont'd.)

- 2.2.4 All facilities provided under this tariff are directly or indirectly controlled by AT&T LD East and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6 AT&T LD East reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

#### 2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

ssued:		Fffe	ctive

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.4 Liabilities of the Company

- 2.4.1 AT&T LD East's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.4.2 The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.4.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

Issued:

Effective:

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

#### 2.5 Deposits

The Company does not collect Customer Deposits.

#### 2.6 Advance Payments

The Company does not collect Advance Payments.

#### 2.7 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

## 2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

#### 2.9 Installation and Termination

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

Issued:

Effective:

#### **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

#### 2.10 Payment for Service

# 2.10.1 Billing and Credit Regulations

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid.

# 2.10.2 Payment for Service

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.

Issued:

Effective:

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.8 Payment for Service, (Cont'd.)

#### 2.8.1 Billing and Credit Regulations, (cont'd.)

- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) AT&T LD East will not bill for unanswered calls in areas where Equal Access is available, nor will AT& T LD East knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, AT&T LD East will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments

Issued:

Effective:

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company

#### 2.12 Interconnection

Service furnished by AT&T LD East may be connected with the services or facilities of other carriers. Such service or facilities, if used, are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with AT&T LD East's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

Issued: Effective:

Issued By:

#### SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

#### 2.13 Refusal or Discontinuance by Company

- **2.13.1** AT&T Long Distance East may refuse or discontinue service with proper notice to the Customer for any of the following reasons:
  - (A) For failure of the Customer to pay a bill for service when it is due.
  - **(B)** For failure of the Customer to meet the Company's deposit and credit requirements.
  - (C) For failure of the Customer to make proper application for service.
  - (D) For Customer's violation of any of the Company's rules on file with the Commission.
  - (E) For failure of the Customer to provide the Company reasonable access to its equipment and property.
  - (F) For Customer's breach of the contract for service between the Company and the Customer.
  - (G) For a failure of the Customer to furnish such service, equipment, and/or rights-of-way necessary to serve said Customer as shall have been specified by the Company as a condition of obtaining service.
  - (H) When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

Issued:

Effective:

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.13 Refusal or Discontinuance by Company

- **2.13.2** AT&T LD East may refuse or discontinue service without notice to the Customer for any of the following reasons:
  - (A) In the event of tampering with the Company's equipment.
  - (B) In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public, or to employees of the Company.
  - (C) In the event of a Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
  - **(D)** In the event of fraudulent use of the service.

#### 2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Issued: Effective:

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.15 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

#### 2.16 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests, pilot programs, waivers and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services.

## 2.17 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Company, including legal and accounting expenses. Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

Issued: Effective:

Issued By:

#### **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

#### 2.18 800 Numbers

- 2.18.1 The Company will make every effort to reserve "800" vanity numbers on behalf of Customers, but makes no guarantee or warrantee that the requested "800" number(s) will be available or assigned to the Customer requesting the number.
- 2.18.2 If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in 800 service to another carrier (e.g., "porting" of the 800 number), including a request for a Responsible Organization (Resp Org) change, until such time as all charges are paid in full.
- 2.18.3 800 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. The Company will only honor Customer's request for a change in Resp Org or 800 service, subject to the limitations provided in Section 2.18.2, to another carrier for 800 numbers dedicated to the sole use of that single Customer.

#### 2.19 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Account Codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The company will restore service as soon as service can be provided without undue risk.

Issued: Effective:

Issued By:

## **SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**

## 2.19 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Public Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call:	
----------------	--

\$0.00

Issued:

Effective:

#### **SECTION 3 - DESCRIPTION OF SERVICES & RATES**

#### 3.1 General

AT&T LD East will provide long distance service for communications originating and terminating within the State of Illinois under terms of this tariff. Company services are available twenty-four (24) hours per day, seven (7) days a week. Intrastate service is offered in conjunction with interstate service.

Issued:

Effective:

#### SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)

## 3.2 Timing of Calls

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in Section 3 of this tariff are subject to the following time-of-day and day-of-week rate periods:

- 3.2.1 Day Rate Period Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
- 3.2.2 Evening Rate Period Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
- 3.2.3 Night/Weekend Rate Period Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.

Issued:

Effective:

## SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)

#### 3.3 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in Telcordia's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 Obtain the difference between the "V" coordinates of each of the Wire Centers.

  Obtain the Difference between the "H" coordinates
- Step 3 Square the differences obtained in Step 2.
- Step 4 Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

Issued:

Effective:

## SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)

#### 3.4 Holidays

For Company observed holidays, the Evening rate applies to the holidays listed below unless a lower rate period is in effect:

New Year's Day\*\*
Memorial Day\*
Independence Day\*\*
Labor Day\*
Thanksgiving Day\*
Christmas Day\*\*

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

Issued: Effective:

Issued By:

# SECTION 3 - DESCRIPTION OF SERVICES & RATES, (CONT'D.)

# 3.5 Calling Card

The Company offers Calling Card service from anywhere in Illinois. The Customer shall access the network by dialing the Company's universal access 800 number to complete direct dialed operator assisted calls. Per minute usage charges and fixed service charges per call apply. Calls are billed in one minute increments. The minimum call duration is one minute.

## 3.5.1 Rates and Charges

# (A) Usage Rates Per Minute

	Initial Minute	Each Additional Minute
Day	\$0.2600	\$0.2600
Evening	\$0.1800	\$0.1800
Night/Weekend	\$0.1500	\$0.1500

#### (B) Service Charge, Per Call

	Fully	Operator	Operator
Call Type	<u>Automated</u>	<b>Dialed</b>	<b>Assisted</b>
Calling Card Surcharge	\$0.95	\$3.30	\$2.30
Operator Station:			
Collect	\$2.35	\$3.35	\$2.35
Third Party	\$2.35	\$3.35	\$2.35
Person to Person	N/A	\$4.90	\$4.90

Issued: Effective:

#### **SECTION 4 - MISCELLANEOUS SERVICES**

## 4.1 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

## 4.2 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Illinois law and ICC regulations.

#### 4.3 Directory Assistance

Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge:

\$1.99

Issued: Effective:

#### **SECTION 5 - PROMOTIONS**

#### 5.1 Promotions

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

#### 5.1.1 Demonstration of Service

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type and duration of service provided will be at the Company's discretion.

#### 5.1.2 Comparable Pricing Promotion

AT&T LD East will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers or retain existing Customer accounts. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the Customer intends to either subscribe to or remain subscribed with the competing interexchange carrier or reseller.

Issued:

Issued By:

Effective:

#### **SECTION 6 - CONTRACTS**

#### 6.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six (6) months after the initial offering to the first contract Customer for any given set of terms.

Issued: Effective:

Issued By: